Edward were promulgated. It is something to have earned the right to appraise accurately the work of a great scholar, and it is still more creditable to exercise that right with restraint and judgment.

The notes are not elementary and they assume some familiarity with the outlines of Anglo-Saxon law and institutions in general. We hope that in the next edition Mr. Attenborough will expand some of them to the length of that on "ordeal," for the benefit of the general reader. Anglo-Saxon law is not so exclusively the property of the antiquarian as might be imagined. In March, 1922, a married couple stood in the dock of the Central Criminal Court, charged with obtaining money from bookmakers by means of forged betting telegrams. The husband was convicted. The wife was acquitted on the ground of that irrational presumption of marital coercion which still disfigures English criminal law. The learned judge traced this doctrine back to the Laws of Ine, No. 57 of which provides that if a husband steals a beast and carries it into his house, and it is seized therein, he shall forfeit his share of the household property, but that the wife is exempt because she must obey her lord. If the report of proceedings is accurate, the court did not refer to the best edition, nor even to the second best edition, of the Laws available down to the end of 1921. Mr. Attenborough's preface is dated February, 1922, and was presumably inaccessible at the date of the trial. If it had been, we know quite enough of the judge's learning and literary instinct to hope that he would have used it. We may also be permitted to hope that the next edition will include the laws of the later kings and such pieces as the ill-named *Quadripartitus* and *Leges Henrici Primi*. We have no Savigny-Stiftung to stimulate researches in English legal history, and the Record Commissioners of past generations spent public money not always wisely and often too well to make it likely that much assistance can be expected from official quarters at the present day. But if funds are lacking, the scholarship which could put them to good use is not to seek. Mr. Attenborough's book would satisfy any one on that point.

The index is good, but omits under "Burning" references to pages 51 and 71. Pollock and Maitland's second edition might have been used. At any rate, the page references to their *History of English Law* seem to indicate the first edition.

P. H. WINFIELD

DES CONTRATS PAR CORRESPONDANCE EN DROIT FRANÇAIS, EN DROIT ANGLAIS ET EN DROIT ANGLO-AMERICAIN. By Albert Cohen. Paris: Ernest Sagot et Cie. 1921. pp. xii, 197.

This small book contains a very thorough examination of the subject with which it deals. The author has carefully examined the English and American authorities and compared them with the French. Such a comparison is less helpful in regard to the formation of simple contracts than on many topics. The necessity of consideration for a contract profoundly affects any discussion of the topic in our law. Arguments which are possible if no such necessity exists are obviously fallacious in the common law. Moreover English and American law has gradually tended towards an objective theory of mutual assent, while the French law still conceives that it is an actual meeting of minds that constitutes a contract, and that outward acts are merely evidence of this mental assent. This point of view leads to the logical difficulty stated in *Adams* v. *Lindsell*, 1 B. & Ald. 681. Communication may go on *ad infinitum* without proving actual assent, for when the offeree accepts, *non constat* that the offerer still is of the same mind. His offer may be proof that he desired to contract when he mailed

the letter, but it does not prove that he had that desire when the letter was received. Similarly, the acceptor's intent may not be the same when his acceptance is received as when it was sent, and so on. Consequently a French writer whom Dr. Cohen quotes (page 20) asserts that there is no such thing as a contract by letter and that it is chimerical to seek a meeting of minds. While such stern logic is exceptional, it is not surprising to find that the "French doctrine is divided today between the three principal systems." (1) That the acceptance must come to the knowledge of the offerer; (2) that from the moment the will of the acceptor is declared a contract arises; (3) that the moment when the acceptance is despatched to the offerer is that when a contract arises. Not only do the theorists quarrel about the matter, but the Courts of Appeal have not been able to agree upon a uniform system. Certainly, the author's discussion does not tend to induce the belief that in the subject with which he is dealing the civil law is better reasoned, more practical, or more fixed than the common law. The thoroughness of Dr. Cohen's treatment and its sensible reasoning commend it.

S. W.

THE CLOTHING WORKERS OF CHICAGO. Prepared by the Research Department of the Amalgamated Clothing Workers. Chicago: The Chicago Joint Board, Amalgamated Clothing Workers of America. 1922. pp. 424.

LABOR AND DEMOCRACY. By William L. Huggins. New York: The Macmillan Co. 1922. pp. xii, 213.

Twelve years ago the city of Chicago was shaken by the passionate struggle of over 40,000 clothing workers, then for the most part unorganized, helpless, inarticulate, striking in vague protest against unendurable working conditions and a wage substantially below the minimum cost of subsistence. The strike was lost; the underlying causes of unrest continued; and for some years the industry and the public suffered from the consequent economic waste due to bitter hostility between employer and employed. But the stormy strike of 1910 had one constructive result. Toward the end of the strike some 6000 workers entered into a voluntary agreement with their employer, Hart, Schaffner and Marx; and this agreement in addition to stipulating for the return of the employees to their old positions, provided that an arbitration committee of three should be chosen with power to hear all existing and future grievances between employer and employees and to render binding decisions. As a result of this and of subsequent supplementary agreements, impartial machinery was set up for the determination of grievances and for the regulation of the industry, consisting of shop officials, a Trade Board, and, with final appeal in certain cases, a Board of Arbitration. Both of these Boards are composed of an equal number of representatives chosen by employer and employees with an impartial chairman at the head. The machinery thus built up through the vision and patience of the Hart, Schaffner and Marx representatives and of the leaders of their employees was later extended, after a protracted industrial struggle, to the entire clothing industry of Chicago, and furnishes among the clothing workers of Chicago the permanent basis of industrial peace today.

The Clothing Workers of Chicago is a book which, after telling the story of how the garment workers finally won their fight for the democratic government of the industry, goes on to show the interesting results that have followed. Of high significance they have been. Chaos, dis-